

LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402)441-7410
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513
BOARD OF COMMISSIONERS

IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR
ADDENDUMS PRIOR TO SUBMITTING PROPOSALS

NOTICE TO BIDDERS SPECIFICATION NO. 02-091

City of Lincoln and Lancaster County intend to purchase and invites you to submit a sealed bid for:

ANNUAL REQUIREMENTS FOR VEHICLE WASH AND RELATED SERVICES FOR CITY & COUNTY OWNED VEHICLES

MEETING OR EXCEEDING CITY OF LINCOLN/LANCASTER COUNTY'S SPECIFICATIONS

Sealed bids will be received by City of Lincoln, Nebraska on or before **12:00 noon Central Time, Wednesday, April 17, 2002** in the office of the Purchasing Agent, Suite 200, "K" Street Complex (SW Wing), located at 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read in the Conference Room located on the First Floor.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered.

COMMISSIONERS

KATHY CAMPBELL * LARRY HUDKINS * RAY STEVENS * BERNIE HEIER * BOB WORKMAN
KERRY EAGAN, Chief Administrative Officer

**SEALED BID
SPECIFICATION NO. 02-091**

**BID OPENING TIME: 12:00 NOON
DATE: Wednesday, April 17, 2002**

ADDENDA RECEIPT: The receipt of the addenda to the specification number _____ through _____ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of City of Lincoln and Lancaster County for the listed project agrees to provide the materials and equipment accordance with the specifications as prepared in the following price schedule:

**ANNUAL REQUIREMENTS FOR
VEHICLE WASH AND RELATED SERVICES FOR CITY/CO. OWNED VEHICLES**

<u>ITEM #</u>	<u>ITEM DESCRIPTION</u>	<u>EST. QTY/YR.</u>	<u>UNIT</u>	<u>YRLY. TOTAL</u>
1.	BASIC WASH, Rinse & Blow/ Towel Dry, per section 4.1	4,600 ea.	\$ _____ ea.	\$ _____
2.	DELUXE WASH, Under Carriage wash, Rinse, Spray Wax, Blow/Towel Dry, per 4.2	650 ea.	\$ _____ ea.	\$ _____
3.	INTERIOR CLEANING, Vacuumed, Windows washed inside & out, per 4.3	650 ea.	\$ _____ ea.	\$ _____
4	HAND WASH, standard soap and wet cloth, towel dry, per section 4.4	50 ea.	\$ _____ ea.	\$ _____
5	AUTO WASH, open 24hrs., wand type Basic Wash, per section 4.5	650 ea.	\$ _____ ea.	\$ _____

NO BID BOND REQUIRED

TOTAL ANNUAL EST. COST:

\$ _____

NOTE: This contract may be awarded to multiple vendors (possibly up to 4 to 6) to accommodate our needs.

**NOTE: RETURN 2 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. NO. 02-091**

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to City of Lincoln, and to enter into a contract if this offer is accepted.

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE

ZIP CODE

(Title)

TELEPHONE NO.

(Date)

FAX NO.

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

BIDS MAY BE INSPECTED IN THE PURCHASING OFFICES DURING NORMAL BUSINESS HOURS, AFTER TABULATION. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BID.

**SPECIAL PROVISIONS
FOR
COMMODITY TERM CONTRACTS
CITY OF LINCOLN, NEBRASKA
PURCHASING DIVISION**

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for additional one (1) year periods, not to exceed two (2) such renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

3. BID PRICES

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.

3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.

4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.

5. Approved price changes are not applicable to orders already issued and in process at time of price change.

6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.

8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.

9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Membership will be at no cost to the City.

4. CONTRACT AWARD NOTIFICATION

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various City Departments.

5. QUARTERLY REPORT

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

6. LAWS

- 6.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

SPECIFICATIONS

FOR

VEHICLE WASH AND RELATED SERVICES FOR COUNTY/CITY OWNED VEHICLES

1. PURPOSE

- 1.1 The City of Lincoln and Lancaster County are requesting bids for the purpose of contracting for our annual requirements for basic and deluxe exterior vehicle wash services and interior cleaning for City/County owned fleet vehicles.

2 TERM OF THE AGREEMENT

- 2.1 A contract shall be awarded to the successful bidder(s) for a period of one (1) year with mutually agreeable renewal options for two (2) additional one (1) year periods.
- 2.1.1 The renew option(s) shall be initiated by the County/City and be sent thirty (30) days prior to the expiration of the current contract.
- 2.2 It is the desire of the City/County that this contract be awarded to the vendor(s) whose prices are firm for the period of the contract; however, if this is not feasible, vendor must state the length of time for which quoted prices are firm, the expected number of increases for the contract period, and the maximum percentage increase expected to be in force before expiration of the contract (see “**Contractor Data Sheet**” Attached).
- 2.3 The City/County reserves the right, at its option, to conduct “on site” visitations to any proposer’s facilities.
- 2.3.1 The purpose of the visit will be to ensure the City/County of the proposer’s capabilities to successfully administer this contract.
- 2.3.2 If, in the City/County’s opinion, any proposer does not have the required capabilities as listed herein, this shall be considered grounds for non award of a contract.
- 2.4 It is the County's intent that this Bid permit competition.
- 2.4.1 It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this bid to a single source.
- 2.4.1 Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for bids to close.
- 2.5 Questions regarding this request shall be addressed to:

City/County Purchasing Division

Attn: Kathy A. Smith, Assistant Purchasing Agent
“K” Street Complex (SW Wing)
440 So. 8th Street, Suite 200
Lincoln, NE 68508

3. GENERAL REQUIREMENTS

- 3.1 This contract is to be used for City and County owned vehicles only.
 - 3.1.2 No personal vehicles shall be serviced under this contract.
- 3.2 Due to the various locations of City/County owned vehicles we intend to consider the location and/or number of facilities where services is offered by the Bidder.
- 3.3 Contractors staff shall monitor and inform the City/County if a vehicle is cleaned more than once per day.
- 3.4 Every City/County employee bringing a vehicle in for service shall sign a log or have the appropriate access code (or other approved method established by the vendor) and submit any other required information (such as City or County ID, Badge number, etc.) to document the service.
 - 3.4.1 Each vehicle cleaned shall be recorded on a log and attached to the monthly statement detailing the service requested, vehicle number, date, time, and agency/department (i.e., police, sheriff, animal control, public works, etc.)
 - 3.4.2 It is the intent of this specification to secure contract pricing for ALL City and County owned vehicles.
 - 3.4.3 **City/County employee owned vehicles (private vehicles) ARE NOT a part of this agreement.**
- 3.5 Contractor's facility shall be open for business a minimum of seven (7) days a week, with at least 6 of those day from the hours of 8:00 a.m. through 5:00 p.m.

4. SPECIFIC SCOPE OF WORK:

- 4.1 BASE LEVEL EXTERIOR WASH: General Services vehicles shall use the standard base level exterior car wash and air/towel dry only.
 - 4.1.1 Special care shall be taken as not to damage emergency lighting systems, antennas, exterior racks or any other equipment attached to the vehicle.
 - 4.1.2 During normal business hours (8:00 - 5:00, Monday through Friday), the contractor shall have sufficient staff to hand prep heavily soiled vehicles prior to the automatic wash to ensure the vehicle is sufficiently clean.
- 4.2 DELUXE EXTERIOR WASH: On occasion due to weather conditions (salt deposits from road salt, etc.) administrative and general service vehicles may need to use the deluxe exterior wash.
 - 4.2.1 This level of wash shall include standard exterior wash, spray wax and under carriage wash and air/towel dry, at a minimum.
 - 4.2.2 Special care shall be taken as not to damage emergency lighting systems, antennas, exterior racks or any other equipment attached to the vehicle.
 - 4.2.3 During normal business hours (9:00 - 5:00, Monday through Friday), the contractor shall have sufficient staff to hand prep heavily soiled vehicles prior to the automatic wash to ensure the vehicle is sufficiently clean.

- 4.3 INTERIOR CLEANING: Vehicle shall be vacuumed to remove sand and loose debris from floors, seats, and under seats.
 - 4.3.1 Front and rear seats will be cleaned with a cleaning solution to remove all spots, stains, and dirt.
 - 4.3.2 Windows cleaned inside and out with vendor's choice of window cleaner.
 - 4.3.3 For all law enforcement vehicles: clean plexiglass front/back seat divider with window cleaner and wipe down back seat (will be either vinyl or molded fiberglass) with cleaning solution.
- 4.4 SPECIAL HAND WASH: On occasion a vehicle may need to be hand washed due to its size and or special nature of attachments (i.e., special service vans that will not fit through car wash due to lights, sirens, etc.).
 - 4.4.1 Hand washing shall be with standard soap and wet cloth to remove stains, dirt, and debris.
 - 4.4.2 Special care shall be taken as not to damage emergency lighting systems, antennas, exterior racks or any other equipment attached to the vehicle.
 - 4.4.3 During normal business hours (8:00 - 5:00, Monday through Friday), the contractor shall have sufficient staff to accommodate an occasional request for hand wash to ensure the vehicle is sufficiently clean.
- 4.5 AUTOMATIC (24 hr.) WASH: Many City and County employees operate public vehicles during second and third shifts, weekend and holidays. It is our desire to accommodate the need to clean these vehicles after the normal working hours of 8:00 - 5:00, Monday through Friday).
 - 4.5.1 Wand-type basic wash using un-attended drive-in/bay type facility.
 - 4.5.2 Code or coupon number authorization shall allow operation of wash without the need for cash.
 - 4.5.3 Coupons purchased by the using Agency/Department would be an acceptable alternative as long as a code could be used in lieu of cash.

5 QUALITY

- 5.1 The services furnished under these specifications shall be of the highest quality in accordance with established commercial standards.
- 5.2 Finished vehicles shall be cleaned, dry, and free from major spots.
- 5.3 All work performed shall be done under sanitary conditions.
- 5.4 All vehicle cleaning must be completed in a minimum of thirty minutes per vehicle.

6 QUANTITIES

- 6.1 Quantities listed are aggregate (including both City and County) estimates of anticipated usage for the initial term of the contract.
 - 6.1.1 The City/County retains the option to increase or decrease quantities based on actual usage.
 - 6.1.2 The City/County does not guarantee any specific minimum quantities to individual providers during the term of this agreement.

- 6.1.3 Not all vehicles in our fleets are stationed in the downtown area, many vehicles may be primarily housed/operated at other governmental facilities or sub-stations within the city.
- 6.1.3.1 The City/County will most likely choose to award contracts to multiple providers based on the pricing and services offered in an attempt to provide adequate coverage and convenience for the city/county fleet drivers.

7 REFERENCES

- 7.1 Each interested proposer is requested to provide at least three (3) customer references on the sheet provided, who have similar service (including multiple locations, billing addresses and types of facilities).
- 7.2 Each interested proposer must complete and return with their offer the provided "Contractor Data Sheet".
- 7.3 Reference checks and information provided on the "Contractor Data Sheet" will be a consideration in the award of this project.

8 INVOICING & BILLING REQUIREMENTS

- 8.1 All City/County departmental customers shall be billed on a monthly basis including an itemized listing of all services and the date provided for the billing period.
 - 8.1.1 As an alternative for un-attended service locations; pre-paid coupons and/or pin numbers for accounts may be offered.
- 8.2 A single invoice shall be provided, if requested from City/County Depts./Agencies, which have multiple locations with only a single central accounts payable/processing area (i.e., City Fire Dept., Parks and Recreation, Police, Public Works, etc.).

9 INSURANCE

- 9.1 The successful contractor shall purchase and maintain in force, at his/her own expense, such insurance as will protect him/her from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by him/herself

10 TERMINATION / ASSIGNMENT

- 10.1 The City/County may terminate the Contract if the Contractor:
 - 10.1.1 Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide for the complete needs of the County/City as requested.
 - 10.1.2 Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
 - 10.1.3 Otherwise commits a substantial breach of any provision of the Contract Document.

- 10.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of a written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
- 10.2.1 Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right of remedy of the Contractor, the County shall pay Contractor in accordance with this section.
- 10.2.2 Upon such termination, the obligation of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- 10.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the County may cancel this contract or affirm the contract and hold the Contractor responsible for damages.
- 10.4 The contract established as a result of this bid process shall not be transferred to/or assigned without prior written consent of the City/County.

11 INDEPENDENT CONTRACTOR:

- 11.1 It is agreed that the contractor shall not be considered an employee of the County for any purpose, but shall be an *independent contractor* for all purposes and *in all situations*.
- 11.1.1 As an independent contractor, the contractor shall be responsible for all required reporting and income and payments of taxes required by the Federal, State, or Local statutes including, but not limited to: payments required under the Federal Insurance Contribution Act, Income tax, withholding and periodic payment of estimated taxes, and payments required under the Federal Unemployment Tax Act, and any applicable State and Local sales, use or income taxes.
- 11.1.2 Each party shall be responsible for its own negligence and the negligence of its employees.

- 12 NO BIDDERS BOND is required with your offer.

13 EVALUATION AND AWARD

- 13.1 A committee of County/City employees will be assigned the task of reviewing the bids.
 - 13.1.1 The Committee may request documentation from the Bidder(s) of any information provided in their offer, or require the Bidder to clarify or expand on service requirements.
 - 13.1.2 If requested, the Bidder shall meet with the City/County evaluation committee to answer questions and to outline their approach to the project.
- 13.2 The bid will be awarded to the most responsible, responsive Bidder(s) whose offer(s) will be most advantageous to the County/City, and deemed to best serve our requirements.
 - 13.2.1 Firm(s) selected shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of the County/City.
- 13.3 The composition of the vendor's firm, including the key customer service personnel, the suppliers ability to provide high quality products, provide the services specified, adherence to specifications, location and type of services offered, billing and other administrative considerations, references and pricing will determine the basis for award.

Contractor Data Sheet
ANNUAL REQUIREMENTS FOR
VEHICLE CLEANING AND RELATED SERVICES
FOR CITY/COUNTY OWNED VEHICLES

1. COMPANY BACKGROUND

- 1.1 Year firm was established: _____
- 1.2 Address of Service Location(s): _____

- 1.3 Name of Primary Service Representative: _____
- 1.4 Address of Service Representative: _____

- 1.5 Phone Number of Contact: _____
- 1.6 Cellular Phone Number: _____

2. PROPOSED METHOD OF BILLING

- 2.1 Please describe the method you are proposing to the City/County for billing of services rendered (i.e., will pin#'s be used and billed back to individual Agencies/Departments, will coupons need to be purchased from the A/D, etc.):

- 2.2 Describe the operation of your facility, including number of locations, type of services offered at each location, employees on staff to operate the wash equipment, and any other information relative to this service.

(Attach a separate sheet to provide more details or brochures/advertising)

3. **ANNUAL REQUIREMENTS RENEWAL CONTRACT OPTIONS**

2.1 Special provisions for "Commodity Term Contracts" are included with the specification document. Bidders should read the provisions carefully before completing the following section:

2.2 **RENEWAL:** I am interested in offering the County/City two (2) one-year renewal options: _____Yes _____No

2.3 **TERM PRICE CLAUSE:**(a) Bid prices shall remain firm for the full contract period (three 12 month periods): _____Yes _____No

2.3.1 If "No", indicate if the bid prices are subject to escalation/de-escalation of:
base price + or - _____%

2.3.2 If (subjected to escalation/de-escalation), state the period for which prices shall remain firm, through: _____

Firm Name

Signature

Date